

**PLEASE READ THIS AGREEMENT CAREFULLY, INCLUDING THE MANDATORY  
ARBITRATION PROVISION IN ARTICLE 18, WHICH REQUIRES THAT DISPUTES BE  
RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT A  
CLASS-WIDE OR CONSOLIDATED BASIS, RATHER THAN JURY TRIALS OR ANY OTHER  
COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.**

**SPS US Embedded Terms of Service**

These SPS US Embedded Terms of Service (these "**Terms**") are an agreement between you and System Pay Services (U.S.), Inc., a Delaware corporation with a registered address at 365 Toni Stone Xing, Floor 3, San Francisco, CA 94158 ("**we**," "**us**," and "**our**"). These Terms govern your use of Digital Asset Services available to you through our platform or a platform partner (each, a "**Platform Partner**"). By creating an account, clicking "I agree" or "Submit," or using Digital Asset Services, you (a) agree to be bound by these Terms, (b) where services are provided by a Service Partner, you agree to also be bound by the relevant Service Partner's terms and (c) acknowledge that you have read and consent to our [Privacy Policy](#), [GLBA Privacy Notice](#), and [Electronic Communications Notice](#) as well as related Service Partner disclosures that have been provided to you in Article 5 below.

**Article 1. General**

- 1.1 Platform Partners and Access. We may offer the Digital Asset Services to you directly via our platform or through Platform Partners who make our Digital Asset Services available on their websites or applications. When you access the Digital Asset Services through a Platform Partner, your use of that platform is also subject to the Platform Partner's own terms, which are separate from these Terms. The Platform Partner is not our agent, and we are not responsible for its acts or omissions.
- 1.2 Authorization to Share and Act on Instructions. You authorize the Platform Partner and us, as your authorized users, to view and retrieve your transaction data and to access, operate, and transmit your instructions relating to the Digital Asset Services, consistent with these Terms, applicable Service Partner or third party terms, and your separate agreement with the Platform Partner. You acknowledge that any instructions we receive from the Platform Partner pertaining to your account are valid, correct, and authorized transactions. We are under no obligation to verify the accuracy of information or instructions received from a Platform Partner and are not liable for losses arising from complying with such instructions. When you access the Digital Asset Services via our platform, you authorize us to open or close accounts, place and withdraw orders, and take other reasonable steps to carry out your instructions. You consent to receive and transmit financial information and instructions electronically via the platform.
- 1.3 Your Representations and Warranties. You represent and warrant that:
  - (a) If you are an entity, you are duly organized, validly existing, and in good standing under the laws of your jurisdiction of organization, and you have the full power, authority, and all necessary consents to enter into and comply with these Terms;
  - (b) All information you provide to us, or a Platform Partner, is and will remain complete, accurate, and not misleading;
  - (c) You will promptly provide any information we or a Platform Partner request to satisfy our due diligence, customer verification, anti-money laundering, or other legal or regulatory obligations; and
  - (d) You will comply with our [Financial Crime Risk Appetite Policy](#) and all applicable laws.

- 1.4 **Information Updates.** You must immediately notify our support team if any information you previously provided changes. For entities, this includes any change of control, legal name, address, directors, beneficial owners, or any material change to your business or financial condition.
- 1.5 **Prohibited Use.** You agree not to use any Fiat Virtual Account for money transmission or other money services business activities.

## **Article 2. Licensing and Contacts**

- 2.1 We are a registered Money Services Business (NMLS ID: 2531294) and maintain licenses for money transmission and digital asset activities in various U.S. states. For a list of our licenses, jurisdiction-specific disclosures, and information on how to file a complaint with state regulatory agencies, please visit our website, see [here](#). For our US State disclosures, see [here](#).

## **Article 3. Definitions**

### **3.1 Definitions.**

- (a) **"Auto-Conversion"** means an automatic Conversion executed under Article 6, where you will not be asked to accept the applicable rate and fees prior to execution.
- (b) **"Conversion"** means the conversion of one currency to another (which includes fiat and/or Digital Assets), following the execution of an order by us in accordance with our Order Execution Policy and includes an Auto-Conversion.
- (c) **"Conversion Quote"** means a quote for a Conversion order setting out the rate, fees and any other relevant additional information and terms applicable to a Conversion.
- (d) **"Conversion Request"** means your request that we undertake a Conversion.
- (e) **"Digital Asset"** means stablecoins or other digital assets represented digitally or electronically as made available on the platform.
- (f) **"Digital Asset Services"** means the Digital Asset Wallet, Fiat Virtual Account, Stablecoin Payout Service and/or any other related product offering.
- (g) **"Digital Asset Wallet"** means an individual wallet that allows you to hold, send, and receive supported Digital Assets and, if available, convert between supported fiat and Digital Assets via RFQ Conversions or Auto-Conversions and any related account features, made available by us directly or via a Platform Partner including as set out in Article 5.
- (h) **"Fiat Virtual Account"** means a virtual account to send, hold and receive certain fiat funds provided directly to you by us or via a Platform Partner including as set out in Article 5.
- (i) **"Internal Transaction"** means a transaction processed and settled off-chain and/or without the use of a fiat payment scheme, as further described in the "Internal Transactions and Settlement" section.
- (j) **"Order Execution Policy"** means our order execution policy found [here](#), as amended from time to time.
- (k) **"RFQ Conversion"** means a Conversion where you accept a time-limited Conversion Quote provided by us.
- (l) **"Service Partners"** means Paxos Trust Company, LLC, Lead Bank, and/or Third National, as applicable.

- (m) **“Stablecoin Payout Service”** means a service that does not offer you a Digital Asset Wallet but involves you instructing (a) the transfer or debiting of fiat funds from your fiat account held with the Platform Partner and/or (b) the relevant service provider to undertake a Conversion of those fiat funds to Digital Assets and send such Digital Assets to your nominated wallet, made available by us directly or via a Platform Partner including as set out in Article 5.

#### **Article 4. Services and Functionality**

- 4.1 Digital Asset Services. We, or the applicable Platform Partner, will provide you with the Digital Asset Services and will notify you of the specific functionality enabled for your Digital Asset Wallet and any Fiat Virtual Account.
- 4.2 Custody and Title. All Digital Assets held by us are held by us on your behalf. You grant us the right to hold your assets in pooled customer omnibus wallets and/or accounts and to use third-party custodians as necessary. Title to assets shall at all times, including during pooling, remain with you and shall not transfer to us. Any Digital Assets recorded in your Digital Asset Wallet and/or fiat in your Fiat Virtual Account will be deemed custodied assets held by us for your benefit (subject to Articles 6.5 and 6.6). We and/or our Platform Partners may benefit from such custody arrangements. Except as required by law or as otherwise permitted by these Terms or any other terms you enter into with us, or a Service Partner, we will not sell, transfer title, lend, or hypothecate Digital Assets in your wallet unless instructed by you.

#### **Article 5. Service Partner Provided Services**

- 5.1 Licenses and Registrations. We maintain licenses to engage in money transmission and Digital Asset Services in many U.S. states. Where your entity is incorporated or where you reside may impact some of the products and services we provide.
- 5.2 Paxos Users. In certain jurisdictions, Paxos Trust Company, NA, a national banking association organized under the laws of the United States and regulated by the Office of the Comptroller of the Currency, may provide the Digital Asset Wallet or Stablecoin Payout Service. Where applicable, you must accept the [Paxos terms and Privacy Policy and notices](#) to use the Digital Asset Wallet or Stablecoin Payout Service. Subject to the following, these Terms describe our responsibilities to you, and your access to and certain clarifications regarding your use of the services that Paxos provides to you that may not be found in the Paxos terms. Where your Digital Asset Wallet is provided by Paxos, your Digital Assets are held by Paxos. If you are only using services provided by Paxos and not Digital Asset Services provided by us, certain of these Terms, where applicable and including Articles 4, 6 and Article 8 do not apply to you, and Article 9 will apply to you but with the words ‘pass-on to Paxos’ replacing each reference to ‘process’.
- 5.3 Lead Bank Users. If you use a Fiat Virtual Account via Lead Bank, you must accept the [Lead Bank terms](#) and [Lead Bank Privacy Notices](#). Subject to the following, these Terms describe our responsibilities to you, and your access to and certain clarifications around your use of the service that Lead Bank provides to you that may not be found in the Lead Bank terms. If you are only using Fiat Virtual Account services provided by Lead Bank, certain of these Terms, where applicable and including Articles 4 and 8 do not apply to you, and Article 9 will apply to you but with the words ‘pass-on to Paxos’ replacing each reference to ‘process’.
- 5.4 Cardholders. If you use a spend card issued by Third National linked to a Digital Asset Wallet, the Spend Card Terms agreement will govern your card use. If you use a spend card issued by Third

National linked to a Digital Asset Wallet, you must accept the Spend Card Terms and [Third National's Privacy Notice](#) and [Signify's Privacy Notice](#). Additionally, the Spend Card Terms control in the event of a conflict with these Terms, specifically as they apply to card matters. You hereby authorize us to share personal and transaction information with the card issuer, program manager, payment card networks, processors, fraud-prevention and sanctions-screening providers, regulators and Platform Partner to operate the card and comply with legal and risk obligations.

- 5.5 Rewards. If you are opted in, allocate funds or otherwise participate in a stablecoin rewards program, you agree to be bound by the Stablecoin Reward Terms found on our website [here](#).

## **Article 6. Using Digital Asset Services**

- 6.1 Sending. We process properly authenticated instructions subject to standard checks, account configurations, limits, and cut-off times.
- 6.2 Receiving. We will credit your Digital Asset Wallet after receipt, subject to our standard checks. Where such Digital Assets are intended to be taken into custody by us, they will only become custodied Digital Assets in accordance with Article 4.2. If we do not approve a Digital Asset transaction, the Digital Assets may be returned to the originating address. You represent and warrant that you will not deposit Digital Assets with us on behalf of another person.
- 6.3 RFQ Conversions. When we receive a Conversion Request, you must provide: (a) the type of Conversion; (b) the Digital Asset or fiat you want to trade out of; (c) the Digital Asset or fiat you want to trade into; (d) the amount to exchange; (e) the funding source details (wallet or account); and (f) the nominated settlement wallet or account. We will provide a time-limited Conversion Quote, which you will be required to accept within the specified timeframe. Conversion Quotes are not guaranteed and may be subject to change.
- 6.4 Auto-Conversions. If such functionality is enabled, we will execute an Auto-Conversion using the funds in your Digital Asset Wallet, Fiat Virtual Account or other account based on the platform configuration. The final rate applied to the Auto-Conversion and fees will be made available on the platform. Any displayed rate is indicative, and the final rate is calculated upon our receipt of the relevant Digital Assets or Fiat funds, as applicable.
- 6.5 Settlement of a Conversion: When you request a Conversion order, we will operate as set out in the Order Execution Policy. Settlement of such Digital Assets is complete only when depending on your instructions the Digital Assets have been credited to your Digital Asset Wallet and have become custodied Digital Assets in accordance with Article 4.2 or, where applicable, the Digital Assets have been sent to your external nominated wallet. If your Digital Asset Wallet is credited with Digital Assets or funds prior to final settlement, those Digital Assets or funds are not custodied Digital Assets until final settlement has occurred.
- 6.6 Fiat Settlement: When you request a Conversion order, we will operate as set out in the Order Execution Policy. Settlement of such fiat is complete only when the funds have been credited to your Fiat Virtual Wallet as applicable, have settled and have become custodied in accordance with Article 4.2.

## **Article 7. Supported Assets, Limits, and Cut-Off Times**

- 7.1 Publication. Supported assets and fiat currencies, cut-off times, expiration periods, and limits are published in the Help Center or the platform and may be updated periodically.
- 7.2 Unsupported Assets. We expressly disclaim all liability for any loss, damage, or expense arising from your use, transmission, or holding of unsupported assets, including but not limited to any failure to recover, convert, or return such assets. You acknowledge and agree that if you send or attempt to use unsupported assets, you do so entirely at your own risk, and we are under no obligation to take any action with respect to such assets, including conversion, recovery, or compensation. Further, if you attempt to utilize unsupported assets, we may take corrective actions at your expense.
- 7.3 Usage Restrictions. We and/or a Service Partner or Platform Partner may impose usage restrictions, including, but not limited to, minimum payment thresholds, transaction limits, volumes, aggregate values, or conversion limits, communicated via the Help Center or other channels.

## **Article 8. Internal Transactions and Settlement**

- 8.1 Internal Transactions. Transactions that do not involve a fiat payment scheme or on-chain validation may be processed and settled internally. Statutory settlement finality rules do not apply to Internal Transactions. An Internal Transaction is deemed settled upon completion of our internal processes. If a precise settlement point on the date when the actual transfer happens cannot be determined, we will establish a determination in our discretion.

## **Article 9. Instructions**

- 9.1 Your Instructions. You authorize us to process your properly authenticated and formatted instructions submitted via the platform. You represent and warrant that all information provided either directly to us or via a Platform Partner is accurate, valid, complete, and authorized.
- 9.2 Delays or Declines. We may delay or decline to process instructions: (a) if you do not have sufficient funds or assets; (b) if you exceed applicable limits; (c) if the instruction is unclear or incomplete and you do not promptly provide requested information; (d) if there is a genuine dispute over ownership of, or entitlement to, funds or assets; (e) if your access to the platform has been suspended or terminated; (f) if we suspect fraud or illegal activity; (g) if processing would breach law, a partner agreement, or scheme rule; (h) if you are in breach of these Terms, a Service Partner agreement, or your Platform Partner agreement; or (i) for any other reason as determined by us or applicable law.
- 9.3 Error Correction and Unauthorized Activity. If fiat or Digital Assets are credited to or debited from your account or wallet by mistake, you authorize us to immediately process (if a Service Partner is involved) or debit, reverse, or otherwise adjust your account or wallet to correct the error. If we determine we have incorrectly executed a transaction due to our error, we will, where possible, act accordingly to restore to the correct state. If you suspect an unauthorized transaction, contact us or your Service Partner immediately. We will investigate and, where possible, seek recovery. If you made a mistake in your instruction, we will, at our discretion, use reasonable efforts to recover funds or Digital Assets, and we may charge a fee for recovery.

## **Article 10. Fees, Offset, and Taxes**

- 10.1 Fees. Fees (including any applicable blockchain network fees) are displayed by us or the Platform Partner and may change. By using the Digital Asset Services, you accept the then-current fees. Other

costs, fees, charges, or taxes outside our control may apply (for example, fees charged by a Platform Partner).

10.2 Partner Deductions. Where fees are to be paid to a Platform Partner, you authorize and instruct us to allow the Platform Partner to deduct relevant amounts automatically in accordance with these Terms.

10.3 Setoff and Offset Rights. Subject to law, we may set off, transfer, or apply sums we hold on your behalf - including balances in your wallets or accounts, in or toward satisfaction of liabilities and fees owed to us, a Service Partner, or the Platform Partner related to the Digital Asset Services when due.

10.4 Taxes. Each party is responsible for its own taxes associated with the Digital Asset Services.

## **Article 11. Security and Credentials**

11.1 Security. You agree to maintain the confidentiality of all non-public, confidential, or proprietary information ("**Confidential Information**") disclosed by us in connection with the Digital Asset Services, whether disclosed orally, in writing, or by any other means, and whether marked as confidential or not, provided such information should reasonably be understood to be confidential. You shall use at least the same degree of care to protect our Confidential Information as you use to protect your own confidential information of like importance, but in no event less than a commercially reasonable standard of care. You shall not disclose Confidential Information to any third party except to your affiliates, employees, agents, or professional advisors who have a need to know such information for the purpose of performing under these Terms and who are bound by confidentiality obligations at least as protective as those herein. The obligations in this section do not apply to information that: (a) is or becomes publicly available through no fault of you; (b) is lawfully received from a third party without breach of any confidentiality obligation; (c) is independently developed by you without use of or reference to our Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that the you give prompt notice to us (where legally permitted) and cooperate in any efforts to limit such disclosure. The obligations of confidentiality shall survive termination of these Terms for a period of three (3) years, except with respect to trade secrets, which shall be protected for so long as they remain trade secrets under applicable law.

11.2 Credentials. You must keep platform credentials secure and notify us immediately of any suspected compromise. You are responsible for all activities under your credentials.

## **Article 12. Data Protection and Privacy**

12.1 Controller Role. We act as a data controller for personal data we process to provide the Digital Asset Services and manage such data in accordance with applicable data protection laws and our Privacy Policy. If you are an individual, we may collect and retain personal data such as your name, email address, residential address, phone number, date of birth, taxpayer identification number, government-issued ID, bank account statements, crypto wallet addresses you control, and information about your intended use of the Services and source of funds. If you are an entity, we may collect personal data of your authorized representatives to provide the Services. Personal data you provide must be accurate, complete, and up to date.

## **Article 13. Liability and Disclaimers**

- 13.1 Direct Damages Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU TO US FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 13.2 Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO LIABILITY ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT, OR TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT SUCH EXCLUSION OR LIMITATION.
- 13.3 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL RELATED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY US OR OUR AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **Article 14. Indemnification**

- 14.1 Your Indemnity. You will defend, indemnify, and hold harmless us, our affiliates, and our respective personnel from and against any and all losses, damages, liabilities, fees, taxes, penalties, settlements, and expenses (including attorneys' fees) arising out of or in connection with any claim related to: (a) any infringement or misappropriation of a party's intellectual property rights arising from any data or information provided by you; (b) any claim that any data as provided by you to us violates the privacy rights of a third party; or (c) your violation of applicable law.

## **Article 15. Risk Disclosures and Release**

- 15.1 Risk Disclosure. You acknowledge and agree that you have read our risk disclosures found [here](#). Additionally, you acknowledge and agree that digital assets are volatile, are not bank deposits, are not insured by the FDIC or SIPC, and could lose value. Consider whether digital assets are appropriate for you. Digital assets are not guaranteed by us and are subject to many risks, including total loss and the following:
- (a) regulatory actions or inquiries which could impact our ability to operate or your ability to use the Digital Asset Services;
  - (b) technological progression or failures, such as the development of quantum computers;
  - (c) forks or network disruptions;
  - (d) software or hardware malfunctions, or third-party hacks, which may cause your Digital Assets or data to be stolen, copied, or accessed without your authorization;

- (e) changes to applicable laws; and
- (f) volatility of Digital Asset values.

15.2 Release of Claims. You assume full responsibility and agree that we will not have any responsibility or liability for any losses or other harm you may incur in connection with any or all such risks. We have no responsibility to alert you of all these risks. You hereby irrevocably waive, release, and discharge any and all claims, whether known or unknown to you, against us, our affiliates, and any third-party service provider, and any of their affiliates and respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, service providers, suppliers, and other business partners related to any of the risks set out in these Terms. To the extent permitted by law, you release claims related to such risks and waive California Civil Code § 1542 (and similar laws).

#### **Article 16. Changes to These Terms**

16.1 Updates. We may, from time to time make changes to these Terms in our sole discretion. Unless stated otherwise, any change takes effect immediately when posted via the platform or our website. If you disagree with an update, you may terminate these Terms.

#### **Article 17. Suspension, Termination, and Refunds**

17.1 Suspension. We may suspend or restrict access to the Digital Asset Services for reasons including, but not limited to: (a) if we reasonably suspect unauthorized or fraudulent use; (b) to protect you, us, our Platform Partners, Service Partners, or payment providers from security, financial crime, operational, or legal risks; (c) if you have outstanding fees; (d) for non-compliance with these Terms, any Service Partner's terms, your Platform Partner agreement, or our policies; (e) if required by a regulator, law enforcement, a Service Partner, a Platform Partner, or a payment provider; (f) any other reason we reasonably determine. We may provide prior notice when reasonable and permitted by law.

17.2 Termination. You may terminate at any time by contacting support. We may terminate immediately in specified cases (including serious breach, unlawful activity, insolvency, prolonged suspension, provision of false or misleading information, or failure to reimburse a negative balance). Otherwise, we can terminate for convenience by giving you 1 week's notice. If your separate agreement with a Platform Partner or Service Partner terminates, these Terms may also, in our discretion, terminate on the same date.

17.3 Return of Funds and Assets. On termination and closure of your Digital Asset Wallet (if applicable), you must provide a Digital Asset withdrawal address within seven (7) calendar days of written notice so we can return remaining Digital Assets. If you fail to do so, we may take actions required by law and may sell remaining Digital Assets and return the net proceeds (less permitted fees, discounts, rebates, or damages) to your nominated fiat account. We may be required to treat dormant balances as unclaimed property under escheat laws. We will use reasonable efforts to notify you before remitting funds and may deduct an administrative fee as permitted by law.

#### **Article 18. DISPUTE RESOLUTION, BINDING ARBITRATION AND WAIVER OF CLASS ACTION**



- 18.1 Please read the following paragraphs carefully because they waive any right to participate in any class action or other representative action or proceeding. Unless you opt out of arbitration by following the instructions below, this paragraph also requires you to arbitrate certain disputes and limits the manner in which you can seek relief, including by precluding you from suing in court or having a jury trial. No class or representative actions or arbitrations are allowed under this Agreement.
- 18.2 No Class Actions. Any claim, controversy or dispute arising out of or related to this Agreement or any Digital Asset Services, including claims related to privacy and data security (each, a “**Dispute**”) is personal and will be resolved solely through individual action. No Dispute will be brought as, or subsequently joined with or converted into, a class action, class arbitration, or any other type of representative proceeding. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof, which the parties agree shall include any federal or state court located in New York County, New York.
- 18.3 Arbitration of Disputes. With only limited exceptions as described in Article 18, all Disputes between you and us must be resolved by binding arbitration and not in a court of general jurisdiction. By agreeing to binding arbitration both you and we waive any and all right to a jury trial or to participate in a class action. Your agreement to this Agreement affects interstate commerce and the enforceability of this Article 18 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (“**FAA**”), to the maximum extent permitted by applicable law.
- 18.4 Notice of Dispute. For any Dispute you have against us, you agree to first contact us and attempt to resolve the claim informally by sending a written notice of your claim. The notice must: include your name, address, email address, and telephone number; describe the nature and basis of the Dispute; and set out the specific right sought. Any notice by us to you will be similar in form to that described above. If you and we cannot reach an agreement to resolve the Dispute within thirty (30) days after receiving such notice, either party may submit the Dispute to binding arbitration in accordance with this Article 18.
- 18.5 Arbitrator Selection and Rules. Arbitration of Disputes will be administered by Judicial Dispute Resolution LLC, a Washington limited liability company (“**JDR**”), and resolved through confidential, binding arbitration before a single, mutually agreed arbitrator from JDR. If the parties cannot agree on an arbitrator from JDR, the arbitrator shall be selected by JDR. The arbitration, although administered by JDR, shall be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules (“**AAA Rules**”) modified as appropriate to refer to JDR rather than American Arbitration Association (“**AAA**”) as the administrator of the proceedings and to remove any requirement to have AAA review, certify or register this Agreement. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason. The AAA Rules are incorporated by reference and in the event of any conflict between this Agreement and the AAA Rules, this Agreement shall prevail.

**18.6 Scope and Authority.** As limited by the FAA, this Agreement, and the AAA Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute, including the power to determine the question of arbitrability and resolve any Dispute about whether a claim or action is excepted from arbitration pursuant to Article 18, and to grant any remedy and award any relief that would be available in court for the claims presented in arbitration. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is bound by this Article 18.

**18.7 Hearing and Location.** Whether to hold a hearing, the type of hearing (telephonic or in-person), and a party's right to request a hearing where the AAA Rules otherwise call for resolution of the Dispute solely because of documents submitted by the parties will all be determined in accordance with the AAA Rules. Unless otherwise ordered by an arbitrator or required by AAA Rules, all in-person arbitration hearings will be held in New York County, New York.

**18.8 Confidentiality.** The arbitration may allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, we, and you will maintain the confidentiality of any arbitration proceedings, judgments, and awards, including information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless applicable law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy, or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by applicable law or judicial decision.

**18.9 Fees and Costs.** The party that initiates arbitration will pay any administrator filing fee and you and we will share equally any other fees or costs charged by the administrator or arbitrator. Each party will be responsible for its own costs of counsel and other costs associated with arbitration of the Dispute.

**18.10 Opt-Out.** You have the right to opt out of binding arbitration within 30 days of the date you first accepted this Agreement by emailing your decision to opt out to the Platform Partner. In order to be effective, the opt-out notice must include your full entity name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with this Article 18. The class action waiver in Section 18.2 above, and the time bar in Section 18.12 below will apply notwithstanding you opting out of arbitration.

**18.11 Excepted Claims.** Notwithstanding Section 18.3, there is no requirement to arbitrate, and you and we may bring: (a) an individual small claims action to the small claims court in your and our respective county of residence as provided in the AAA Rules; or (b) an action seeking only a temporary restraining order or injunction for alleged breach of Confidential Information obligations or for alleged infringement or misappropriation of intellectual property rights in any court having jurisdiction; provided that, in each case, the action is brought as an individual action and not on a class or representative basis.

**18.12 Time Bar.** Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means you and we will not have the right to assert the claim.

**18.13 Severability.** If any portion of Article 18 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from this Agreement; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Article 18 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Article 18 and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Article 18 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought outside of arbitration, and the remainder of this Article 18 will be enforceable.

#### **Article 19. Miscellaneous**

**19.1 General.** Unless these Terms say otherwise, communications relating to the Services may be made through the platform or handled by our support team or the Platform Partner's support team. We will assume you have read a message if it is available when you log on to the platform. The most up-to-date version of these Terms and Service Partner terms is available via the platform or our website. You may not assign these Terms without our consent; we may assign these Terms and use subcontractors or Service Partners and remain responsible for their performance. In the event of a breach of these Terms, we are entitled to seek injunctive relief in any court of competent jurisdiction without the requirement to post bond or other security. These Terms and any applicable partner terms comprise the entire agreement for the Digital Asset Services. If any provision is unenforceable, the remainder remains in effect. No waiver is effective unless in writing. We may provide communications through the platform or to the email you provide; please review platform messages regularly. Certain states require additional disclosures, which are available on our website. Neither you nor we intend that any term of these Terms will be enforceable by any person who is not a party to these Terms.